

&more commitment

The Badcock motto has always been "We will treat you right." We want you as a customer for life and will work hard to earn your ongoing trust by properly administering the Total Protection Plus plan. When products do not function properly and require service, this can be a frustrating time. Badcock is committed to making a satisfactory customer experience for you.

LIFE HAPPENS

Protection for your Appliances and Electronics



TOTAL PROTECTION PLUS

Total Protection Plus plan Administered by:
www.warrantech.com
800.723.5479

Warrantech
The Amynta Group

AMT-BCK-EC03 (05/12)

BC-01

BAD-005 (06/18)

PID 111029

Badcock &more.
HOME FURNITURE



*With Total Protection Plus,
you can have Peace of Mind.*

WHAT IS COVERED?*

- ✓ 24/7, friendly service
- ✓ Toll-free number & email availability
- ✓ Power surge protection from day one
- ✓ Up to \$200 per qualifying incident for food loss
- ✓ Laundry credit up to \$25 per qualifying service, per year
- ✓ No deductibles, ever
- ✓ Convenient in-home service on major appliances
- ✓ Repairs performed only by authorized servicers
- ✓ Accidental damage protection for laptops and tablets
- ✓ No-lemon guarantee

**Repair costs vary, results based on an industry average.*

***See terms and conditions for complete details. Service agreements Administered by Warrantech, The Amynta Group.*

[Click here to file a claim](#)

When you need service, we're here for you, 24/7:
1-800-723-5479 • MyProtectionPlan360.com



CANCELLATION: is amended as follows: You may cancel Your Service Contract at any time by informing the Administrator, WCPS of Florida, Inc. (License No. 80202) of Your cancellation request. In the event the Service Contract is canceled by You, return of the premium shall be based upon one hundred (100%) percent of the unearned pro rata premium less any Claims that have been paid or less the cost of repairs made on Your behalf. In the event the Service Contract is canceled by the Administrator or Provider, return of the premium shall be based upon one hundred (100%) percent of the unearned pro rata premium less any Claims that have been paid or less the cost of repairs made on Your behalf.

Georgia: EXCLUSIONS - Only unauthorized product repairs, modifications or alterations performed after the effective date of the Service Contract are excluded. The "Pre-Existing Condition:" definition is deleted and replaced with: conditions that were caused by You or known by You prior to purchasing this Service Contract. **CANCELLATION** is amended as follows: In no event will any claims incurred or paid be deducted from any refund. The Provider may only cancel this Service Contract for fraud by You, material misrepresentation by You, or nonpayment by You. The lienholder may only cancel this Contract for non-payment if they hold a power of attorney.

at any time thereafter; nor will the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself. In the event that any provision of these terms and conditions will be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity will not render these terms and conditions unenforceable or invalid as a whole and in such event, such provisions will be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.

3. **Notices.** You expressly consent to be contacted, for any and all purposes, at any telephone number, or physical or electronic address You provide Us. All notices or requests pertaining to this Contract will be in writing and may be sent by any reasonable means including by mail, email, facsimile, text message or recognized commercial overnight courier. Notices to You are considered delivered when sent to You by email or fax number that You provided to Us, or three (3) days after mailing to the street address You provided.

GUARANTY

This is not an insurance policy; it is a service contract. We have obtained an insurance policy to insure Our performance under this Service Contract. Should We fail to pay any Claim or fail to replace the Product covered under this Service Contract within sixty (60) days after the Claim has been submitted, or in the event You cancel this Service Contract, and We fail to refund any unearned portion of the Service Contract price, You are entitled to make a direct Claim against the insurer, Wesco Insurance Company, at 866-505-4048 or 59 Maiden Lane, 43rd Floor, New York, NY 10038.

RENEWABILITY

If You wish to renew coverage under this Service Contract, please contact the Administrator prior to the expiration of Your current Term to initiate Our renewal process. Renewability is determined at Our sole discretion and may not be available.

TRANSFERABILITY

If You wish to transfer coverage under this Service Contract to a different owner, please contact the Administrator to initiate Our transfer process. Transferability is determined at Our sole discretion and may not be available. The CANCELLATION provisions apply to the original purchaser of this Service Contract only.

ENTIRE AGREEMENT

This Service Contract; including the terms, conditions, limitations, exceptions and exclusions, Your Sales Receipt/Invoice and Product Purchase Receipt, constitute the entire agreement between Us and You and no representation, promise or condition not contained herein shall modify these items, except as required by law.

SPECIAL STATE REQUIREMENTS

Regulation of service contracts varies based on state of purchase and Retailer location. Any provision within this Agreement that conflicts with the laws of the state in which this Agreement was purchased (or where applicable, the state in which You are located), shall automatically be considered modified in conformity with such enforceable laws and regulations, and the language set forth below for such state shall supersede any other provision within this Agreement to the contrary.

Alabama: HOW TO FILE A CLAIM - If You need to file a Claim under this Service Contract, You must obtain authorization by calling the Administrator at 1-800-723-5479 or by visiting www.MyProtectionPlan360.com. If You need authorization when the Administrator's office is closed, You may obtain prior authorization by visiting www.MyProtectionPlan360.com any time. Failure to obtain prior authorization may result in non-payment. **CANCELLATION** is amended as follows: Any refund may be credited to any outstanding balance of Your account and the excess, if any, returned to You.

Florida: This Service Contract is between the Provider, Technology Insurance Company, Inc. (License No. 03605) and You, the purchaser. The rates charged to You for this Service Contract are not subject to regulation by the Florida Office of Insurance Regulation.

Service Agreement Administrator

Warrantech Consumer Product Services, Inc.

P.O. Box 1189 • Bedford, TX 76095

Telephone: 1-800-723-5479

Thank you for purchasing the Total Protection Plus Plan!

We hope You enjoy the added comfort and protection this Service Contract provides. The information contained in this important terms and conditions document (the "Service Contract", "Contract") is intended to be Your guide in knowing what is covered and how coverage works under Your Plan. If You ever need assistance regarding Your Contract, contact the Administrator at any time. Be sure to keep this Contract document and Your Sales Receipt/Invoice together, as they will come in handy when You have a Claim!

FOR FAST CLAIM SERVICE VISIT
www.MyProtectionPlan360.com

DEFINITIONS

Throughout this Service Contract, the following capitalized words have the stated meaning -

- **"We", "Us", "Our", "Obligor", "Provider":** the party or parties obligated to provide service under this Service Contract as the service contract provider, AMT Warranty Corp., 59 Maiden Lane, 43rd Floor, New York, NY 10038 (In Florida: this Service Contract is an agreement between You and Technology Insurance Company, Inc., License No. 03605, 59 Maiden Lane, 43rd Floor, New York, New York, 10038) (In South Carolina: Any questions regarding this Contract, or to file a complaint against the Obligor, contact the SC Dept. of Insurance at 1201 Main Street, Suite 1000, Columbia, South Carolina 29201, (803) 737-6160).
- **"Administrator":** the party authorized by Us who is responsible for administering benefits to You in accordance with the Service Contract terms and conditions, Warrantech Consumer Product Services, Inc., PO Box 1189, Bedford, TX 76095 (In Florida: this Service Contract is administered by WCPS of Florida, Inc., License No. 80202).
- **"Retailer":** the merchant authorized by Us to sell this Service Contract to You.
- **"You", "Your":** the purchaser of this Service Contract (or person to whom this Contract was properly transferred) who is to receive the coverage provided hereunder.
- **"Covered Product(s)", "Product(s)":** the item(s) that meet(s) the "PRODUCT ELIGIBILITY" requirements outlined below that is/are covered under this Contract.
- **"Sales Receipt/Invoice":** the receipt document (paper or e-mail) provided to You as proof of Your Contract purchase that confirms the Plan selected by You, coverage Term, any applicable Deductible and the purchase date of this Service Contract. (In Florida: The rates charged to You for this Service Contract are not subject to regulation by the Florida Office of Insurance Regulation.)
- **"Product Purchase Price":** the amount paid by You for the covered Product(s); excluding any applicable taxes and/or fees, as evidenced on Your Sales Receipt/Invoice.
- **"Failure":** the mechanical or electrical breakdown of Your Covered Product that results in it no longer being able to function as originally designed and intended; which is caused by defects in the manufacturer's materials or workmanship occurring during normal use of the Product, and NOT due to normal wear and tear
- **"Power Surge":** damage to the Product resulting from an oversupply of voltage to Your Product while properly connected to a surge protector approved by the Underwriter's Laboratory Inc. (UL), but NOT including damages resulting from the improper installation or improper connection of the Product to a power source.
- **"Claim":** a request for service under the provisions of this Contract sent by You.

- **“Term”**: the period of time in which the provisions of this Service Contract are valid, as indicated on Your Sales Receipt/Invoice.

TERRITORY

THIS SERVICE CONTRACT IS VALID AND ELIGIBLE FOR PURCHASE IN THE FOLLOWING JURISDICTIONS ONLY: the contiguous United States, plus Alaska and Hawaii. (NOTICE: all outlying U.S. territories, including but not limited to Puerto Rico, and all Canadian provinces/territories are expressly EXCLUDED.)

PRODUCT ELIGIBILITY

In order to be eligible for coverage under this Contract, the item must:

- Be purchased as new or factory-refurbished, manufactured for use in the United States, and come with a valid U.S. manufacturer's warranty at time of Product purchase;
- Be solely intended for routine personal/residential use and NOT in a heavy commercial, industrial, rental, or educational institution capacity; and
- NOT be covered under any other insurance, warranty, guarantee and/or service contract providing the same benefits as outlined herein.

YOUR RESPONSIBILITIES

PRODUCT PROTECTION: If Your Product ever becomes damaged or You believe it has encountered a Failure, make sure You take reasonable precautions to protect against further damage.

MAINTENANCE AND INSPECTIONS: If specified in the Product manufacturer's warranty and/or owner's manual, You must perform all of the care, maintenance and inspections for the Product as indicated. Proof of the completion of such maintenance, care and/or inspection services may be required at time of Claim.

IMPORTANT PRODUCT INFORMATION

In the event Your original Covered Product is ever exchanged by the manufacturer or Retailer, please call toll free 1-800-723-5479 as soon as possible to update Your coverage information with the make, model, and serial number of the exchanged product. (NOTE: Your original Contract Term does not extend in these cases)

CONTRACT TERM- EFFECTIVE DATE OF COVERAGE

1. Coverage for damages to Your Product resulting from a NON-Failure covered event (such as a Power Surge, Food Loss or if purchased, an ADH event) begins on Your Contract purchase date (or Product delivery date, if different) and continues for the Term shown on Your Sales Receipt/Invoice.
2. Coverage for a defined FAILURE begins upon expiration of the manufacturer's warranty and continues for the remainder of the Term shown on Your Sales Receipt/Invoice.

WHAT IS COVERED – GENERAL

In accordance with the CONTRACT TERM-EFFECTIVE DATE OF COVERAGE provision outlined above, in the event of a covered Claim for Your Product this Contract provides for the labor and/or parts necessary to repair Your Product, or at Our sole discretion, a replacement for Your original Product (or reimbursement for a replacement). *Be sure to read the "About Repairs", "About Replacements" and "About Reimbursements" bullets below for additional details.*

IMPORTANT DISCLOSURES REGARDING "WHAT IS COVERED": Coverage described in this Service Contract will not replace or provide duplicative benefits during any active manufacturer's warranty period. During such period, anything covered under that warranty is the sole responsibility of the manufacturer and will not be considered under this Contract; regardless of the manufacturer's ability to fulfill its obligations. ALL COVERAGE PROCLAIMED UNDER THIS SERVICE CONTRACT IS EXPRESSLY SUBJECT TO THE "LIMIT OF LIABILITY" AND "EXCLUSIONS" PROVISIONS; PLEASE REVIEW THESE SECTIONS CAREFULLY.

- **About Repairs:** Parts used for repairs may be new, used, refurbished or non-original manufacturer parts that perform to the factory specifications of Your original Covered Product.
- **About Replacements:** Reasonable efforts will be made in order to replace Your

"NO PROBLEM FOUND" DIAGNOSIS, YOU MAY BE RESPONSIBLE FOR ALL REPAIR COSTS INCLUDING SHIPPING COSTS.

OUR RIGHT TO RECOVER PAYMENT

If You have a right to recover against another party for anything We have paid under this Service Contract, Your rights shall become Our rights. You shall do whatever is necessary to enable Us to enforce these rights. We shall recover only the excess after You are fully compensated for Your loss.

CANCELLATION

You may cancel this Contract at any time by informing the Retailer (in Florida: the Administrator) of the cancellation request. NOTICE: The following cancellation provisions apply to the original purchaser of this Contract only. NO CANCELLATION FEE APPLIES.

IF YOU CANCEL THIS CONTRACT:

1. Within 30 days of the Contract purchase date, You will receive a 100% refund of the Contract purchase price paid by You, minus any Claims paid by Us (except in Georgia where Claims deduction is prohibited). If Your refund is not paid or credited within 30 days after Your cancellation request to Us, We will add an extra 10% to Your due refund for every 30 days the refund is not paid by Us.
2. After 30 days of the Contract purchase date, You will receive a pro-rata refund of the Contract purchase price paid by You, minus any Claims paid by Us (except in Georgia where Claims deduction is prohibited).

WE MAY ONLY CANCEL THIS CONTRACT FOR:

1. Non-payment of the Contract purchase price/fee by You;
2. Material misrepresentation by You; or
3. Substantial breach of duties under this Contract by You in relation to the Covered Product or its use (in Georgia: fraud by You) (in North Carolina: a direct violation of the Contract by You).

If We cancel this Contract, We will provide written notice to You at least 15 days (30 days in Georgia) prior to the effective date of cancellation. Such notice will be sent to Your current address in Our file (email or physical address as applicable), with the reason for and effective date of such cancellation. If We cancel this Contract, You will receive a refund based upon the same criteria as outlined above and no cancellation fee shall apply.

PRIVACY AND DATA PROTECTION

(For any Covered Product that uses wireless data)

You agree that any information or data disclosed to Us under this Contract is not confidential. Furthermore, You agree that We may collect and process data on Your behalf when We provide the services contemplated under this Contract. This may include transferring Your data to affiliated companies or third party service providers in accordance with Our Customer Privacy Policy. Except for the purposes of providing services in this Contract, We will not share Your information with third parties without Your permission and We will comply with applicable privacy and data protection laws in Your specific jurisdiction.

Unless specifically prohibited by Your jurisdiction's privacy and data protection laws, We may transfer Your information to other countries and jurisdictions provided that anyone to whom We transfer Your information provides an adequate level of protection. In addition, Your information may be accessed by law enforcement agencies and other authorities to prevent and detect crime and comply with legal obligations.

GENERAL PROVISIONS

1. **Subcontract.** We may subcontract or assign performance of Our obligations to third parties, but We shall not be relieved of Our obligations to You when doing so.
2. **Waiver; Severability.** The failure of any party to require performance by the other party of any provision hereof will not affect the full right to require such performance

- I) Fortuitous events; including, but not limited to: environmental conditions, exposure to weather conditions or perils of nature; collapse, explosion or collision of or with another object; fire, any kind of precipitation, humidity, lightning, dirt/sand, smoke, nuclear radiation, radioactive contamination, riot, war or hostile action, governmental act, or internet or other telecommunications malfunction;
- J) Breakdown or damage that is covered under any other insurance, warranty, guarantee and/or service contract providing the same benefits as outlined in this Contract;
- K) Theft or mysterious disappearance, loss (unforeseen disappearance) or vandalism of or to the Covered Product;
- L) Rust, corrosion, warping, bending, animals (including pets), animal inhabitation or insect infestation;
- M) Any upgrades, attachments, accessories or peripherals, or any breakdown or damage to or resulting from these items;
- N) Any item that has been confirmed to be used in a commercial, business, heavy industrial and/or educational institution capacity;
- O) Any Claim related to accidental damage from handling (such as damage resulting from dropping the Covered Product, liquid spills or in association with screen breakage), UNLESS THE ADH "OPTIONAL COVERAGE" UPGRADE HAS BEEN PURCHASED AS CONFIRMED ON YOUR SALES RECEIPT/INVOICE;
- P) Abuse (meaning, the intentional treatment of the Covered Product in a harmful, injurious, malicious or offensive manner which results in its damage and/or breakdown), neglect, negligence, misuse, intentional harm or malicious mischief of or to the Covered Product;
- Q) Screen/monitor imperfections; including but not limited to: burned-in images in LCD, LED or plasma screens caused by video games, prolonged display of one or more video signals;
- R) Any items that are consumer replaceable and designed to be replaced over time throughout the life of the Product; including, but not limited to: fuses, batteries, belts, bulbs, connectors, filters, bags and lint screens;
- S) Any motorized or power-operated ground and aerial vehicles, including, but not limited to drones and radio controlled devices;
- T) Improper removal or installation of replaceable components, modules, parts or peripherals and/or installation of incorrect parts;
- U) Routine, periodic or preventative maintenance, or any damages/ breakdowns resultant from the lack of providing such, or any damages/breakdowns due to normal wear and tear;
- V) Lack of providing manufacturer's recommended maintenance or operation/storage of the Covered Product in conditions outside manufacturer specifications, or use of the Product in a manner that would cause the manufacturer's warranty to be voided, or use of the Product in a manner inconsistent with its design or manufacturer specifications;
- W) Adjustment, manipulation, modification, removal or unauthorized repairs of any internal component/part of a covered product performed by anyone other than a service center/technician authorized by the Administrator after Your Contract purchase date;
- X) Any kind of manufacturer recall or rework order on the Covered Product, for which the manufacturer is responsible for providing; regardless of the manufacturer's ability to pay for such repairs; or
- Y) Any services performed in conflict with the TERRITORY provision of this Service Contract.

IMPORTANT: AS APPLICABLE TO YOUR COVERED PRODUCT, RESTORATION OR TRANSFER OF SOFTWARE AND/OR DATA, AND DATA RECOVERY SERVICES ARE EXPRESSLY EXCLUDED UNDER THIS SERVICE CONTRACT. WHEN AT ALL POSSIBLE, WE STRONGLY ENCOURAGE YOU TO BACK UP ALL SOFTWARE AND DATA ON A REGULAR BASIS AND ESPECIALLY PRIOR TO SUBMITTING YOUR COVERED PRODUCT FOR SERVICING PURSUANT TO THE TERMS AND CONDITIONS OF THIS CONTRACT.

IF THE ADMINISTRATOR AUTHORIZES SERVICE FOR A CLAIM ON YOUR COVERED PRODUCT, AND IT IS THEN DETERMINED BY OUR AUTHORIZED SERVICE CENTER/TECHNICIAN TO BE EXCLUDED UNDER THE TERMS AND CONDITIONS OF THIS CONTRACT, OR RESULTS IN A

original Covered Product with a same match; however, there may be some cases where it is impossible to procure an exact match (for example, the manufacturer may have deemed the model or color obsolete). In such situations, We will provide You with a replacement that is at least of equal features and functionality, but it may be a different brand or color from Your original Covered Product. Additionally, please note that sometimes technological advances that are out of Our control may result in a replacement that has a lower selling price than Your original Covered Product, and this Contract does not provide any reimbursement for such a cost difference. Also know that any/all parts, components, or whole items that We provide replacement for will automatically become Our property.

- **About Reimbursements:** In the event We determine to provide You with reimbursement towards the replacement of the defective Product, such reimbursement may be in the form of a check, voucher, or store credit, and the value of such will in no event exceed the LIMIT OF LIABILITY of this Contract.

ADDITIONAL BENEFITS INCLUDED IN YOUR PLAN

(No separate election/purchase is required)

In addition to coverage for a defined Failure, this Contract also provides for the following:

- **POWER SURGE:** This additional benefit provides coverage for Your Covered Product in the event it sustains damage due to a defined Power Surge event. (NOTE: Major Appliances are not required to be connected to a UL-approved surge protector to be eligible for coverage under this special feature.) Limited to damage sustained to the Covered Product only.
- **"NO LEMON" GUARANTEE** – Coverage for the following: if Your Product has three (3) repairs covered under this Contract for the same problem ("Qualifying Service Repairs") and a fourth (4th) repair is required for the same covered problem, We will replace Your original Product with one of like kind and quality, but not necessarily same brand or color, or, at Our sole discretion, provide You with reimbursement for a replacement. If You receive a replacement under this NO LEMON GUARANTEE, Our obligations under this Contract shall be considered fulfilled in their entirety and Your coverage will end. NOTE: ANY REPAIR SERVICES PERFORMED WHILE YOUR PRODUCT IS UNDER THE MANUFACTURER'S WARRANTY PERIOD ARE NOT CONSIDERED "QUALIFYING SERVICE REPAIRS" UNDER THIS NO LEMON GUARANTEE.
- **FOOD LOSS (for refrigerator/freezer Covered Product(s) ONLY):** Coverage includes reimbursement for consequential food loss of perishable items that require refrigeration or freezing resultant from a covered Claim for Your Product. Benefits under this special feature are limited to a maximum of \$200 per covered service repair. (It will help expedite the process if You provide a copy of Your purchase receipt(s) and/or a list of the spoiled items to the Administrator when You file Your Claim for food loss.)
- **LAUNDRY/CLEANING SERVICES (for clothes washer/clothes dryer Covered Product(s) ONLY):** Coverage includes reimbursement of consequential laundry expenses in the event Your eligible Covered Product is determined by Us to be rendered inoperable for more than seven (7) consecutive days of Our authorized servicer's initial on-site visit. This benefit is limited to a maximum reimbursement amount of \$25 per covered Claim. (It will help expedite the process if You provide a copy of the repair order, an itemized list of laundry expenses (i.e. dry cleaning and Laundromat) incurred and applicable proofs of payment for the laundry expenses.)

OPTIONAL COVERAGE UPGRADE

(For separate selection and additional purchase. Must be confirmed on Your Sales Receipt/Invoice) NOT AVAILABLE WITH ALL COVERED PRODUCT TYPES; SEE YOUR RETAILER FOR CONFIRMATION OF COVERAGE AVAILABILITY

- **ACCIDENTAL DAMAGE FROM HANDLING (ADH) UPGRADE:** When purchased, this optional coverage upgrade provides for the labor and/or parts required to repair Your Covered Product (or replacement or reimbursement for replacement, at Our sole discretion) in the event of a covered Claim for sudden and unforeseen accidental damage from handling (ADH); such as damage resulting from dropping the Covered Product, spilling liquid onto it, or in association with screen breakage.

DEDUCTIBLE

You are not required to pay a deductible to obtain service on Your Product.

HOW TO FILE A CLAIM

IMPORTANT: The submission of a Claim does not automatically mean that the damage to or breakdown of the Product is Covered under Your Plan and this Contract. In order for a Claim to be considered, You have to contact the Administrator first for Claim approval and authorization number (prior authorization is required).

COMPLETE THE FOLLOWING STEPS TO HAVE YOUR CLAIM CONSIDERED UNDER THIS CONTRACT:

1. Go online to www.MyProtectionPlan360.com or call toll-free 1-800-723-5479 with Your Sales Receipt/Invoice readily available. Available 24/7; You can obtain prior authorization online any time at www.MyProtectionPlan360.com.
2. Explain the problem Your Product is experiencing and provide the Administrator any additional information/documentation in order to validate Your Claim.
3. After confirmation of Claim eligibility under Your Plan and this Contract, the Administrator will issue a Claim authorization number to You along with additional information regarding how Your Product will be further serviced (refer to the "PLACE OF SERVICE" section below for further details).

NOTE: In the event the Contract Term expires during time of an approved Claim, Your coverage will be automatically extended until the date in which the Claim in progress has been fulfilled completely in accordance with the terms and conditions of the Service Contract.

PLACE OF SERVICE

The following is determined at the Administrator's sole discretion; as deemed appropriate for the particular problem Your Product is experiencing, and based on the explanation You have provided when initiating Your Claim. All Claims submitted in accordance with this Contract are handled individually; the place of service provision that applies to one Claim may not necessarily apply to another Claim:

- If Your Product is eligible for In-Home/On-Site Service, We will arrange for Your Product to be serviced at Your location; provided You have prepared the following provisions: (1) accessibility to the Product; (2) a non-threatening and safe environment; and (3) an adult over the age of 18 to be present for the period of time Our authorized technician is scheduled for service and while Our authorized technician is on Your property servicing Your Product. In the event it is necessary to continue certain repair services at a repair center, You may be required to ship/transport the Product to a repair center designated by the Administrator. In such circumstances, the shipping/transportation charges will be Covered by this Service Contract. In-Home/On-Site Service will be provided by a service Provider authorized by the Administrator during regular business hours, local time, Monday through Friday (except holidays).
- If Your Product is eligible for Depot Service, You are responsible for the safe shipping of Your Product to Our authorized depot center, as directed by the Administrator, and the costs required for the safe shipping of the Product back to Your location is covered by this Contract.
 - **FOR TVs SMALLER THAN 40"**: all covered television Products that are smaller than forty inches (40") are to be repaired at a Depot Center authorized by Us; in which We will pay for the secure shipment of Your Covered Product to and from Our designated depot facility. Televisions 40" and larger will receive In-Home Service.
- If Your Product is eligible for **Carry-In Service**, The Administrator will provide You with all of the information and directions necessary to complete such servicing. You are responsible for transporting Your Product to and from the authorized servicing center. In the event Your Product needs to be then shipped to another authorized location, We will pay for the shipping costs to and from such authorized location.

For a Product that included Carry-In or Depot Service, but has been built-in and rendered as a permanent fixture inside or outside of Your location prohibiting You from transporting or shipping the Product, You

are responsible for an additional In-Home/On-Site Service call charge payable to Our authorized technician upon time of service.

LIMIT OF LIABILITY

The total amount that We are obligated to pay for services in connection with all claims pursuant to this Service Contract is as follows:

- **REPAIRS:** unlimited number of Claims until the accumulated amount that We have paid equals the Product Purchase Price shown on Your Sales Receipt/Invoice.

- OR -

- **REPLACEMENTS:** at Our sole discretion, up to one (1) replacement (or reimbursement for replacement), per Covered Product type. NOTE: In the event We provide one (1) replacement for Your original Covered Product (or reimbursement for one (1) replacement), coverage for that particular product type will no longer be eligible for coverage under Your original Contract Term. However, if there are remaining Products covered under this Contract that have not yet been replaced or received reimbursement for replacement, those Products will continue to be covered throughout the remainder of Your original Contract Term.

ONCE EITHER OF THESE LIMITS HAS BEEN REACHED FOR ANY SINGLE COVERED PRODUCT TYPE, OUR OBLIGATIONS UNDER THIS CONTRACT WILL BE CONSIDERED FULFILLED AND COVERAGE ENDS FOR SUCH COVERED PRODUCT TYPE.

IN ADDITION TO THAT WHICH IS NOTED ABOVE, NEITHER WE NOR THE ADMINISTRATOR NOR THE RETAILER WILL BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES; INCLUDING BUT NOT LIMITED TO: PROPERTY DAMAGE; LOST TIME, LOST DATA, OR LOST INCOME/WAGES RESULTING FROM THE FAILURE OF OR DAMAGE TO ANY COVERED PRODUCT OR COMPONENT THEREOF, REGARDLESS OF WHETHER SUCH FAILURE OR DAMAGE IS COVERED UNDER THE PROVISIONS OF THIS CONTRACT, OR FROM DELAYS IN SERVICE OR THE INABILITY TO RENDER SERVICE, OR RESULTING FROM THE UNAVAILABILITY OF REPAIR OR REPLACEMENT PARTS/COMPONENTS/ITEMS OR INABILITY TO PROVIDE EXACT MATCH REPLACEMENT, OR FOR ANY AND ALL PRE-EXISTING CONDITIONS KNOWN TO YOU; INCLUDING ANY INHERENT PRODUCT FLAWS.

EXCLUSIONS (WHAT IS NOT COVERED)

AS RELATED AND APPLICABLE TO YOUR COVERED PRODUCT(S), THIS SERVICE CONTRACT DOES NOT COVER ANY FAILURE, LOSS, REPAIRS OR DAMAGE IN CONNECTION WITH OR RESULTING FROM:

- A) A pre-existing condition known to You ("pre-existing condition" refers to a condition known by You, that within all reasonable mechanical or electrical probability, relates to the mechanical fitness of the Covered Product before this Contract was purchased);
- B) Any Claim for service to or replacement of the Covered Product that has not been prior authorized by the Administrator;
- C) Any Claim related to cosmetic damage (meaning damages or changes to the physical appearance of the Covered Product that does not impede or hinder the normal operational function; such as scratches, abrasions, or changes in color, texture, or finish) or structural imperfections, when such do not impair the overall functionality of the Covered Product;
- D) Damages caused by transit, delivery, redelivery, movement between residences or storage performed by anyone other than a service center/technician authorized by the Administrator;
- E) Any item that has been confirmed by Our authorized servicer to have removed or altered serial numbers;
- F) Servicing of the Covered Product in association with a non-covered Claim;
- G) Shipping or delivery charges associated with the initial purchase of the Covered Product;
- H) Costs associated with tearing down or refinishing of walls in order to reach and/or evaluate the Covered Product;